

12/30/03

01-14-2004

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner

102645848

Send original documents or copy thereof.

1. Name of conveying party(ies):

GOLDMAN SACHS CREDIT PARTNERS L.P.

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other Termination (re Tranche A Pledge)

Execution Date: 12/22/2003

2. Name and address of receiving party(ies)

Name: KBJR, Inc., successor in interest

Internal Address: to RJR Communications, Inc.

Street Address: 246 Lake Avenue South

City: Duluth State: MN Zip: 55802

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Delaware Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) See attached Exhibit A

B. Trademark Registration No.(s) See attached Exhibit A

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Tonya Chapple

Internal Address: C/O CSC

Street Address: 80 State St.

City: Albany State: NY Zip: 12207

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41): \$ 4000

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Maureen P. Murphy Name of Person Signing

Maureen P. Murphy Signature

12/24/2003 Date

Total number of pages including cover sheet, attachments, and document: 9

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

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TRADEMARK REEL: 002895 FRAME: 0990

## Exhibit A to Trademarks Cover Sheet

### LIST OF TRADEMARKS OWNED BY KBJR, INC. (successor in interest: RJR COMMUNICATIONS, INC.)

OWNER	MARK	REGISTRATION NUMBER	REGISTRATION DATE	COUNTRY
KBJR, Inc.. (successor in interest: RJR Communications, Inc.)	CHRISTMAS CITY OF THE NORTH	2,064,864	05/27/1997	USA

**TERMINATION AND RELEASE OF  
SECURITY INTERESTS IN TRADEMARKS**

THIS TERMINATION AND RELEASE OF SECURITY INTERESTS IN TRADEMARKS ("Release") dated as of December 22, 2003, by GOLDMAN SACHS CREDIT PARTNERS L.P. ("Grantee"), and GRANITE BROADCASTING CORPORATION and each of the other entities that were parties to the March 6, 2001 Trademark Security Agreement ("Trademark Security Agreement") (collectively, the "Grantors").

**W I T N E S S E T H :**

WHEREAS, in connection with the March 6, 2001 Tranche A Pledge and Security Agreement ("Security Agreement"), the Grantors executed and delivered the Trademark Security Agreement in favor of Foothill Capital Corporation as agent for the Secured parties as defined in the March 6, 2001 Credit Agreement (as amended, supplemented, or otherwise modified from time to time) ("Credit Agreement) (in such capacity, the "Collateral Agent"), by which the Grantors granted the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of Grantors' rights, title and interest in and to the Trademark Collateral;

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office ("PTO") as of March 12, 2001, at Reel 2262, Frames 0467-0474;

WHEREAS, the Collateral Agent, through the Assignment of Intellectual Property Security Interest dated as of April 30, 2002 ("Assignment Agreement"), assigned to Grantee, all right, title, and interest of every kind and nature, without limitation, in and to, any and all security interests, liens, charges or other encumbrances granted to the Collateral Agent by the Grantors pursuant to the Trademark Security Agreement;

WHEREAS the Assignment Agreement was recorded in the PTO as of May 10, 2002, at Reel 2507, Frames 0269-0274; and

WHEREAS, the Grantors have satisfied all conditions set forth in the Credit Agreement and the Security Agreement and the parties wish to evidence the satisfaction of the Credit Agreement and the Grantee's release of the security interest in the Trademark Collateral.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Grantee, for itself and on behalf of the Secured Parties, does hereby release and terminate all security interests that were granted to the Grantee by the Assignment Agreement, including the following:

(a) all trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations and any renewals thereof, including, without limitation, each registration identified in Schedule 1 attached hereto and made a part hereof, and including without limitation (i) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past or future infringements thereof), and (iii) all rights corresponding thereto throughout the United States and all other rights of any kind whatsoever of the Grantors accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin;

(b) all license agreements with any other person in connection with any of the Trademarks of the Grantors, or such other person's trademarks, whether the Grantor(s) is a licensor or licensee under any such license agreement, subject, in each case, to the terms of such license agreements, including, without limitation, terms requiring consent to the grant of a security interest; and

(c) to the extent not otherwise included, all Proceeds (including, to the extent not otherwise included therein, cash) and products of any and all of the foregoing.

2. The parties hereto agree that, at any time and from time to time upon the written request of the other party, each party will execute and deliver such further documents and do such further acts and things as may be reasonably requested by the other party in order to effect the purposes of this Release.

3. The parties hereto agree that unless otherwise defined herein, terms defined in the Credit Agreement or in the Security Agreement and used herein shall have the same meaning given to them in the Credit Agreement or the Security Agreement.

4. This Release shall be governed by and construed in accordance with the laws of the State of New York.

5. This Release shall be binding upon the Grantee and inure to the benefit of the Grantors, and their respective successors and assigns.



**SCHEDULE 1**  
to  
**TERMINATION AND RELEASE OF**  
**SECURITY INTERESTS IN TRADEMARKS**

<b>Registered Owner</b>	<b>Registered Trademark</b>	<b>Jurisdiction of Registration</b>	<b>Registration Number</b>	<b>Date of Registration</b>
Granite Broadcasting Corporation	GRANITE BROADCASTING	United States	2,680,262	1/28/2003
Granite Broadcasting Corporation	HOMEWORK HOME PAGE	United States	2,096,498	09/16/1997
KBJR, Inc. (successor in interest: RJR Communications, Inc.)	CHRISTMAS CITY OF THE NORTH	United States	2,064,864	05/27/1997
WTVH, Inc.	EYEWITNESS NEWS 5 (and Design)	New York	New York State Reg. No. 16,374	11/11/1998
KSEE Television Inc. (successor in interest: San Joaquin Communications Corporation)	KSEE	United States	Reg. No. 1,351,023	07/23/1985
WTVH, LLC	FREAKY FLIX & FOOD (stylized)	United States	2,617,717	9/10/2002
WTVH, LLC	FREAKY FLIX & FOOD	United States	2,614,909	9/3/2002
WTVH, Inc.	WTVH	United States	1,355,823	08/20/1985
WTVH, Inc.	CENTRAL NEW YORK FORECAST CENTER 5	United States	2,530,924	01/15/2002
WTVH, LLC	CENTRAL NEW YORK FORECAST CENTER	United States	2,545,371	03/05/2002
WTVH, Inc.	CATCH IT ! ULTIMATE FISHING CHALLENGE	United States	2,651,500	11/19/2002
WTVH, LLC	CATCH IT ! ULTIMATE FISHING CHALLENGE and Design	United States	2,781,922	11/11/2003

**CERTIFICATE OF MERGER  
OF  
RJR COMMUNICATIONS, INC.  
AND  
KBJR, INC.**

It is hereby certified that:

**FIRST:** The name and jurisdiction of organization of each of the constituent corporations that is to merge are as follows:

<u>Name</u>	<u>Jurisdiction of Organization</u>
RJR Communications, Inc	Minnesota
KBJR, Inc.	Delaware

**SECOND:** An Agreement and Plan of Merger has been approved, adopted, certified, executed and acknowledged by each of the aforesaid constituent corporations in accordance with the provisions of subsection (c) of Section 252 of the General Corporation Law of the State of Delaware, to wit, by RJR Communications, Inc. in accordance with the laws of the State of Minnesota and by KBJR, Inc. in the same manner as is provided in Section 251 of the General Corporation Law of the State of Delaware

**THIRD:** The name of the surviving corporation in the merger herein certified is KBJR, Inc. (sometimes referred to herein as the "Surviving Corporation"), which will continue its existence as said Surviving Corporation under its present name upon the effective date of said merger pursuant to the provisions of the General Corporation Law of the State of Delaware.

**FOURTH:** The Certificate of Incorporation of KBJR, Inc., as now in force and effect, shall continue to be the Certificate of Incorporation of said Surviving Corporation until amended and changed pursuant to the provisions of the General Corporation Law of the State of Delaware.

**FIFTH:** The executed Agreement and Plan of Merger between the aforesaid constituent corporations is on file at an office of the aforesaid Surviving Corporation, the address of which is c/o Granite Broadcasting Corporation, 767 Third Avenue, 34<sup>th</sup> Floor, New York, New York 10017.

**SIXTH:** A copy of the aforesaid Agreement and Plan of Merger will be furnished by the aforesaid Surviving Corporation, on request, and without cost, to any stockholder of either of the aforesaid constituent corporations

**SEVENTH:** The authorized capital stock of RJR Communications, Inc. consists of 25,000 shares of common stock, par value \$10.00 per share.

**EIGHTH:** The effective time and date of the merger herein certified in the State of Delaware shall be 5:00 p.m. E.D.T. on the 16<sup>th</sup> day of August, 2001.

[SIGNATURE PAGE FOLLOWS]



Dated: August 16, 2001

KBJR, INC.

By: Lawrence I. Wills  
Name: Lawrence I. Wills  
Title: Vice President